

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco

P.O. Box 420603
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HOLIDAY PROVISIONS

FOR

DREDGER OPERATING ENGINEER

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,
CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN,
HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN,
MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO,
SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA,
SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE,
TUOLUMNE, YOLO AND YUBA COUNTIES

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**MASTER DREDGING AGREEMENT
CLAMSHELL AND DIPPER DREDGE
AND
HYDRAULIC SUCTION DREDGE
AGREEMENT**

THIS AGREEMENT, made and entered into this 1st day of July, 2006, by and between DREDGING CONTRACTORS ASSOCIATION ("Employer") and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO ("Union").

01.00.00 GENERAL PROVISIONS

01.01.00 Definitions

01.01.01 The term "Employer" as used herein shall mean the Dredging Contractors Association.

01.01.02 The term "Individual Employer" in this Agreement shall mean only those persons or entities who have authorized the Dredging Contractors Association (Employer) to represent them with respect to collective bargaining with the Union. The Employer has provided the Union with a list of the Individual Employers at the commencement of negotiations, and the Employer shall furnish the Union with monthly reports of any additions or deletions to the list of Individual Employers it represents.

01.01.03 The term "Union" as used herein shall mean the Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO.

01.01.04 The term "Employee" as used herein shall mean any person, without regard to race, religion, color, handicap, age, sex, national origin, handicap or disability (as provided for in the Americans with Disabilities Act of 1990); and shall include those persons covered by the Vietnam Era Veterans Readjustment Assistance Act of 1972:

- (a) whose work for an Individual Employer in the area covered by this Agreement falls within the recognized jurisdiction of the Union, or
- (b) who operates, monitors and controls, maintains, repairs, assembles, erects, services each or all of them, power-operated equipment, including dredge tenders, of the type or kind of equipment used in the performance of work referred to in (a) above, regardless of whether such equipment is mechanically, electrically or electronically, hydraulically, automatically or remotely controlled, and
- (c) who assists or helps in the operation, maintenance, repairing or assembling, erecting or servicing of such power-operated equipment of the type or kind of equipment used in the performance of work referred to in (a) above and who qualifies to register in a Job Placement Center; provided that the foregoing shall exclude superintendents, assistant superintendents, general foremen, time-keepers, messenger persons, guards, confidential employees, office help and persons specifically excluded elsewhere in this Agreement. The excluded shall not perform any of the above work.

01.01.05 When any Individual Employer uses anyone other than a guard to perform guarding duties, it shall use an Employee covered by this Agreement. The guard's duties are limited to security. The Individual Employer retains the option whether to have the dredge guarded or to have a watchman on board.

01.02.00 Unit Work. This Agreement shall cover and apply to all the Individual Employer's on-site activities in the area covered by this Agreement falling in the Union's recognized jurisdiction as more particularly described in Section 01.02.01 and 01.02.02 below.

01.02.01 This Agreement shall cover all hydraulic and suction dredging work carried on by the Individual Employer within the Union's territorial jurisdiction. The term "hydraulic and suction dredging work" herein is understood to include the operation of hydraulic suction operations where regular hydraulic dredge equipment is used on shore, towing dredge to and from jobsite and the maintenance and repair on the jobsite and in the Individual Employer's yard and shop, including the operation of all power machine tools, of all the equipment the Employees

15.01.04 The parties recognize and agree:

- (a) that the references to fringe benefits in Sections 7071.5 and 7071.11 of the California Business and Professions Code include payments for fringe benefits and vacation and holiday pay as described in this Agreement and Trust Agreements creating each Trust;
- (b) that the payments are for the benefit of the Employees of each Individual Employer covered by this Agreement, and that the failure of an Individual Employer to make the payments, in the manner and at the time prescribed, causes damage to all Employees, including the Employees of the Individual Employer in default, in the amount of the unpaid fringe benefits and vacation and holiday pay as well as the liquidated damages established herein, interest, and any attorneys' and accountants' fees which the Union, the Trusts, or the Plan, or any of them, may incur with respect to the default;
- (c) that the Union, the Trusts or the Plan, or any of them, may bring a claim or legal action against the Individual Employer's license bond on behalf of an Employee or Employees covered by this Agreement.

16.00.00 NO RESTRICTIONS ON PRODUCTION

16.01.00 Subject to all laws, rules and regulations governing or applicable to the safety of Employees, place of employment and operation of equipment, no rules, customs or practices shall be permitted that limit production or increase the time required to do any work.

16.02.00 There shall be no limitation or restriction of the use of machinery, tools or other labor-saving devices except as provided for in this Agreement.

17.00.00 SAFETY—JOBS AND EQUIPMENT

17.01.00 *Addiction Recovery and Substance Abuse Policy.* The Union, the Employer and Individual Employers have established a joint program which shall enable all parties to address drug and/ or alcohol abuse problems from both a safety and productivity enhancement point of view as well as recognizing the individual rights and well being of each Employee. The policy and program is set forth in Exhibit "A" attached hereto and made a part hereof. The implementation of this policy is not mandatory by any Individual Employer, but once implemented, the program shall remain in effect unless otherwise agreed to by the Union and the Individual Employer.

17.02.00 Life jackets, hard hats, eye, hearing and hand protection shall be worn by all Employees covered by this Agreement as required by law or by the Individual Employer.

17.03.00 When the dredge is manned or operating, provision must be made by the Individual Employer for prompt medical attention in case of serious injuries and help for a man overboard. This may be accomplished either by on-the-site facilities, proper equipment for immediate transportation of the injured person to a physician, telephone communication system for contacting a doctor, or a combination of these which will avoid unnecessary delay of treatment.

17.03.01 *Union Notification.* In the event there is a serious injury to an Employee, the Union Representative or the Job Placement Center servicing the project shall be notified. The Union Representative servicing the project shall furnish the Individual Employer with his/her home telephone number.

17.04.00 No Employee shall be required to work alone on a hazardous assignment during the hours of darkness.

18.00.00 MASTER AGREEMENT FOR NORTHERN CALIFORNIA

18.01.00 All terms and conditions of the Master Agreement for Northern California between Associated General Contractors of California, Inc. and the Union and any amendments thereto and modifications thereof which are not specifically modified or superseded herein are incorporated herein by reference and made a part of this Agreement.

19.00.00 GENERAL SAVINGS CLAUSE

19.01.00 It is not the intent of either party hereto to violate any laws, rulings, or regulations of any Governmental authority or agency having jurisdiction of the subject matter or of this Agreement, and the parties hereto agree that if any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations, nevertheless the remainder of the Agreement shall remain in full force and effect,

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2006 - 2010 OPERATING ENGINEERS MASTER LABOR
AGREEMENT

ADDENDUM TO MEMORANDUM OF AGREEMENT

Dated July 12, 2005

AECE-AGC-EUCA AND OPERATING ENGINEERS LOCAL #3

This Addendum entered into this 2nd day of December 2005 provides clarifications to the Memorandum of Agreement entered into by the parties on July 12, 2005.

1. Term - No Change
2. Wage/Fringe Benefit Increases - The last sentence, "For the year 2006, the Union shall allocate no more than \$1.00 to wages" shall not be placed in a Side Letter or in the main body of the Master Labor Agreement.
3. Signatory Status - No Change
4. Apprenticeship - The parties shall by joint letter address the DIR's recognition of all five (5) periods of apprenticeship per Section 07.10.03.

Apprentice Manning - New Apprentice Manning program shall be inserted into new Master Labor Agreement.

5. Notification Provisions - New language as follows for Section 02.08.06:

"The "NOTICE" requirements of this agreement shall be satisfied if the following requirements are met:

- a) Delivery by certified mail, e-mail, or fax to the Employer and/or to the Union;
- b) Sent within the specified time limits; and
- c) Proof of Service is provided when required"

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Dated - November 30, 2005

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Assn: AECE

Assn: AGC

Assn: EUCA

Assn: IUOE, Local 3

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to-work agreement. A positive test on an unannounced test will be considered a violation of the return-to-work agreement. Any unannounced testing shall be performed in accordance with this Policy. The Union and the Individual Employer will attempt to meet with any Employee who violates the return-to-work agreement and attempt to persuade the Employee to comply with the return-to-work agreement. **This procedure shall be followed on a consistent basis.**

Employees who are working under a return-to-work agreement shall be subject to all of the Individual Employer's rules to the same extent as all other Employees are required to comply with them.

The parties agree to establish a Substance Abuse Testing Procedures Committee who shall be empowered to periodically review and update testing procedures. Either party may request a meeting under this section and such meeting shall be convened within 30 days.

8. **Holidays** – No Change
9. **Classifications** – Refer the issue of non-certified cranes to classification committee.
10. **C List Upgrade Testing** – Change title to **Minimum Qualifications Testing**. Delete reference to A, B & C List. (Effective June 16, 2006)

Add "within the jurisdiction of Local #3" to first sentence in paragraph 04.06.03A (i)
Change Section # in A (v) to Section 04.03.01

Add A (vii) language as follows:

"When an Individual Employee successfully accepts and returns three (3) employer signed 48 hour dispatches from three (3) different Individual Employers for the same classification, that person shall not be required to pass the minimum qualifications test for that classification at Rancho Murieta and shall be considered qualified under Section 04.06.03."

11. **Grievance Procedures** – Parties agreed to expedite selection of second, third and fourth arbitrators.
12. **Section 07.03.02 – No Change**
Union has requested that the classification of "oiler" be replaced by "Assistant to Engineer" wherever it appears in Master Labor Agreement. This change shall not affect the traditional manning or historical practices under this agreement.

2006 – 2010 OPERATING ENGINEERS MASTER LABOR AGREEMENT

MEMORANDUM OF AGREEMENT

AECE-AGC-EUCA AND OPERATING ENGINEERS LOCAL #3

This Memorandum of Agreement entered into this 12th day of July, 2005, provides the terms and conditions for a new Master Labor Agreement between the AECE, AGC, EUCA and Operating Engineers Local #3, effective June 16, 2006 through June 30, 2010 and provides the following modifications to the 2002-2006 Operating Engineers Master Labor Agreement.

1. Term – 4 years – June 16, 2006 through June 30, 2010.

2. Wage and Fringe Benefit Increases

June 26, 2006	\$2.25*
June 25, 2007	\$2.00*
June 30, 2008	\$1.95*
June 29, 2009	\$1.80*

*To be allocated by the Union and become effective forty-five (45) days after receipt of written notice by the Employer, but in no event earlier than June 26, 2006, June 25, 2007, June 30, 2008 and June 29, 2009. For the year 2006, the Union shall allocate no more than \$1.00 to wages.

3. Signatory Status – add following language to Section 02.02.02:

“Once signatory through any association Master Labor Agreement, an Individual Employer will remain bound to a Master Labor Agreement through the term of the agreement as outlined in Section 26.03.00”

4. Apprenticeship – replace Section 07.10.03 with the following language:

“Applicants selected for Apprenticeship by the Joint Apprenticeship Committee may request evaluation by the appropriate Joint Apprenticeship Committee to receive credit which may be applicable for past experience. The Joint Apprenticeship Committee may determine through evaluation whether the Apprentice shall be a First through Fourth Period Apprentice and shall be paid the appropriate percentage as set forth in Section 07.10.12.”

4. Apprentice Manning – Insert New Apprentice Manning MOA into new AGC Agreement

employee comes forward prior to an accident or drug screen. This procedure shall be followed on a consistent basis.

The parties agree to establish a Substance Abuse Testing Procedures Committee who shall be empowered to periodically review and update testing procedures. Either party may request a meeting under this section and such meeting shall be convened within 30 days.

8. **Holidays – Martin Luther King Birthday** - Add the following sentence to Section 06.24.00:

“Martin Luther King Day shall become a recognized holiday when and if the five basic crafts adopt it as a holiday.”

9. **Classifications – Modify as follows:**

Delete all Boom Truck Classifications and 7911 Tower Mobile in Group 7. All Boom Truck Classifications and 7911 Tower Mobile shall be dispatched under a new classification 0776 Group 4A under Cranes and attachments. The new Group 4A wage rate shall equal the Group 5 wage rate in the Master Agreement.

10. **C List Upgrade Testing** – The job placement regulations shall be modified as follows:

04.06.03A(i) Individuals desiring to register on the A, B or C list who have not been employed by Individual Employers for at least five hundred (500) hours in the prior thirty-six (36) months, shall be required to take a minimum qualifications test administered by the Joint Apprenticeship Committee, for each piece of equipment for which they wish to register. Once passing such minimum qualifications test for a particular classification, no additional test need be taken for that classification unless the individual has been deemed by Individual Employer(s) to be unqualified to work in that classification. An individual who fails to pass the minimum qualifications test for a particular classification shall not be allowed to register until he/she subsequently passes a minimum qualifications test for that classification or the classification for which he/she is registering. An individual may not take a minimum qualifications test more than once in six (6) months for a particular classification.

- A(ii)** “C” List. All persons not qualified under Sections 04.06.03 A(i) shall be eligible to sign the “C” List. A pre-dispatch minimum qualifications test shall be developed and maintained by the Joint Apprenticeship Committee. The test shall be administered by the Joint Apprenticeship Committee to all persons to be dispatched from the “C” list who have not previously passed the test. Such test shall be graded by the Joint Apprenticeship Committee.

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**OPERATING ENGINEERS LOCAL
UNION NO. 3**
of the International Union of Operating
Engineers, AFL-CIO

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MASTER AGREEMENT
Div. of Labor Statistics & Research
Chief's Office
NORTHERN CALIFORNIA

between

SIGNATORY ASSOCIATIONS

and

LOCAL UNION NO. 3
of the International Union
of Operating Engineers, AFL-CIO

opeiu-3-afl-cio(3)

**2002-2006
MASTER AGREEMENT
FOR
NORTHERN CALIFORNIA
between
SIGNATORY ASSOCIATIONS
and
LOCAL UNION NO. 3
of the International Union
of Operating Engineers, AFL-CIO**

THIS AGREEMENT, made and entered into this 16th day of June 2002, by and between the **SIGNATORY ASSOCIATIONS** ("Employer") and **OPERATING ENGINEERS LOCAL UNION NO. 3** of the International Union of Operating Engineers, AFL-CIO ("Union").

**01.00.00 EMPLOYEES, CLASSIFICATIONS,
MANNING, AND WAGE RATES**

01.01.00 On all work covered by this Agreement (Section 02.05.00) when performed, and in all instances in which equipment used in the performance of work cov-

provisions of the Job Placement Regulations of this Agreement, Section 04.10.39. Provided, however, if his work is suspended on account of weather conditions, the Employee shall be entitled to show-up time only if he remains on the jobsite for two (2) hours pending abatement of such weather, unless sent home earlier by the Individual Employer. If his work is started, in lieu of show-up time, the Employee shall be compensated as provided in 06.02.00 and 06.03.00 of this Section. If an Employee's work is to be suspended for any reason, the Employee shall be notified at least two (2) hours before being required to report on his shift. The Employee shall keep the Individual Employer advised at all times of his correct address and telephone number. When the Employee has no telephone, or when the Employee cannot be reached at the number furnished to the Individual Employer, he shall not be entitled to show-up time in the event he reports on a day of inclement weather unless he has previously called the Individual Employer at the time and place designated in a notice posted on the job. The provisions of this Section shall apply also when the Employee is working under Section 13.00.00 and 14.00.00 of this Agreement. The Individual Employer and the Union may mutually agree to other and additional means of notification of Employees.

06.22.00 Whenever an Employee is called out to work or employed on a Saturday, Sunday or a holiday, he shall be paid at least four (4) hours at the applicable

overtime rate unless the overtime work immediately precedes his regular shift and he works or is paid for the first half of his regular shift, in which case he shall be paid for the overtime actually worked by the hour and half-hour. All time worked beyond the first four (4) consecutive hours on Saturday, Sunday and holidays shall be reckoned by the hour at the applicable overtime rate. On a two-shift or three-shift job if Employees are called out to work or employed on the first shift on a Saturday, Sunday or holiday, the above shall apply but if any Employees are called out or employed to work on a second or third shift on Saturday, Sunday or holiday all shift work Employees called out or employed shall be compensated in accordance with either Section 06.05.00 or 06.06.00, as the case may be.

06.23.00 In the event an Employee has completed his regular shift and returned to his residence, and is called back to perform his overtime work, such Employee shall be paid at least two (2) hours at the applicable overtime rate. In the event an Employee has not worked his scheduled shift and is called out to perform overtime work, such Employee shall be paid at least four (4) hours at the applicable overtime rate.

06.24.00 The holidays referred to in this Agreement are as follows: New Year's Day (January 1), President's Day (3rd Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day

(1st Monday in September), Thanksgiving Day (4th Thursday in November), the day after Thanksgiving Day (4th Friday in November), and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday.

06.25.00 *Overtime on All Work Covered By This Agreement in Areas 1 and 2.* The applicable overtime rates shall apply for the shift, work covered by 02.04.00, equipment, area, location and classification on Saturdays, Sundays and holidays and all time before a shift begins and after it ends.

06.25.01 *Overtime Areas 1 and 2 (all forty-six [46] Counties).* One and one-half (1-1/2) times the applicable straight-time hourly rate shall be paid for all work performed before a shift begins and after it ends and for all work performed on Saturdays. Double (2) the straight-time hourly rate shall be paid for all work on Sundays and holidays.

06.25.02 Assistants to Engineers shall be paid at the applicable overtime rate when required to "grease" or "fire up" prior to the start of the shift or after the shift has ended.

06.25.03 *Tide Work.* Except as provided for in Section 14.02.06, an Individual Employer who is performing tide work shall establish a starting time for the project between 5:00 a.m. and 10:00 a.m. which corre-

sponds to the tide on the first day of the project. All hours worked before or after the shift as established herein shall be paid at the special single shift rates set forth in 01.03.00, 01.03.01, 01.03.02, 01.03.03, 01.03.04 and 01.04.00. When an Employee is called out to work tide work, the minimum pay for such work shall be eight (8) hours at straight time as provided herein including fringe benefits. Each hour worked on Saturday shall be paid at time and one half (1-1/2) and each hour worked on Sundays and holidays shall be paid at double time.

When an Employee is called out to work on Saturdays, Sundays or holidays, the applicable overtime rate shall be paid for each hour worked, and the minimum pay shall be six (6) hours at the overtime rate.

06.26.00 *No Restrictions on Production.* Subject to all State and Federal rules and regulations governing or applicable to the safety of Employees, place of employment and operation of equipment, no rules, customs or practices shall be permitted that limit production or increase the time required to do any work.

07.00.00 *MANNING*

07.01.00 The manning of equipment shall be in accordance with the provisions of Section 01.00.00 and this Section 07.00.00. In addition to the manning provisions therein contained, when an Engineer requires assis-